

**ATTACHMENT 5**

**APPLIANCE DEPARTMENT**

Household and Office Appliances

Includes but not limited to ranges, refrigerators, freezers, washers, dryers, dishwashers, air conditioners, circulating fans, ceiling fans, microwaves, drinking water dispensers, water coolers, and other misc. appliances.

Includes Federal Supply Classes (FSC) 3510, 4110, 4120, 4140, 7310, 7320

APPLIANCES	Standard Industrial Classification Code (old classification system)	North American Industry Classification System (NAICS)	Size Standard-# of employees
Other Major Household Mfr	3639	335228	1000
Air Conditioning and Warm Air Heating Equipment	3585	333415	750
Household Cooking Mfr	3631	335221	750
Electric Housewares and Household Fan Mfg	3634	335211	750
Household Refrigerator and Freezer Mfg	3632	335222	1000
Household Laundry Equipment	3633	335224	1000

**Assigned Contract Specialists:** Jay Willingham (816) 823-1285, Cheryl Sharp (816) 823-1807, Kim Kittrell (816) 823-1288, Joyce Swope (816) 823-1714, Phillip Ramirez (816) 926-1299

**B-FSS-96 ESTIMATED SALES (NOV 1997)**

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

ESTIMATED SALES - (ANNUAL)	SPECIAL ITEM NUMBER (SIN)	DESCRIPTION	BRAND NAME OF ITEM(S) OFFERED	PRICE LIST NAME AND DATE DOMESTIC DELIVERY	TIME OF DELIVERY (DAYS ARO) DOMESTIC DELIVERY	*PRICE LIST NAME AND DATE INTERNATIONAL DELIVERY	*TIME OF DELIVERY (DAYS ARO) INTERNATIONAL DELIVERY
\$33,957,758	639-001	DOMESTIC - Commercially available products and accessories from appliance vendors  (Note: these could be shipped overseas also. Items cannot be listed under more than one SIN)					
\$9,059,111	639-002	EXPORT - Commercially available products and accessories from appliance vendors.  (Items cannot be listed under more than one SIN.)					
\$100,000	639-003	SERVICES - Ancillary services such as, but not limited to, extended warranty, installation and removal of replaced products, leasing, rental and trade-ins.					
\$100,000	639-99	<p>1. A new or improved product is a product, offered anytime, that has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission. It may be a product existing in the commercial market which is being developed, improved, or not yet introduced to the Federal Government. It also may perform a new task or procedure not currently available under any GSA contract.</p> <p>2. The vendor must be capable of demonstrating that the product has the potential to provide greater economical or efficient means for Federal agencies to accomplish their mission; perform a new task or procedure not currently available under any GSA contract.</p> <p>3. As determined by the Government, there are no similar items currently available under an existing Special Item Number (SIN).</p> <p>4. Vendors must understand that there is no guarantee that the product offered will be recognized and accepted as a new product.</p> <p>5. Technical review of items may be considered. The Government has sole discretion to determine whether an item shall be accepted as a new product.</p>					

**PRICING:** Do not insert prices, discounts or model numbers above. Enclose price lists, marked in accordance with Clause 552.212-70, Preparation of Offers, and indicate on an attached cover letter the discounts and terms offered. All items accepted under these Special Item Numbers must appear in your printed commercial catalogs and price list.

## Environmental Attributes

This addendum addresses “Environmental Attributes” as described in the government broad-based solicitation for FSS schedules. Products discussed in this addendum include some energy using products sold at GSA’s Hardware and Appliance Acquisition Center. These products include room air conditioners, refrigerators, clothes washers, and dishwashers.

### Requirements for Identifying Energy Efficient Products

GSA is committed to providing federal agencies with environmentally friendly and energy-efficient products. On June 3, 1999, Executive Order 13123 gave GSA, DLA and other federal agencies the following directives:

1. (Section 403.b.1) *“Agencies shall select, where life-cycle cost-effective, ENERGY STAR® and other energy-efficient products when acquiring energy-using products. For product groups where ENERGY STAR® labels are not yet available, agencies shall select products that are in the upper 25 percent of energy efficiency as designated by FEMP.”*
2. (Section 403.b.2) *“GSA and the Defense Logistics Agency (DLA), with assistance from EPA and DOE, shall create clear catalogue listings that designate these products in both print and electronic formats.”*
3. Section 403.b.3) *“Agencies shall incorporate energy-efficient criteria consistent with ENERGY STAR® and other FEMP- designated energy efficiency levels into all guide specifications and project specifications developed for new construction and renovation, as well as into product specification language developed for Basic Ordering Agreements, Blanket Purchasing Agreements, Government Wide Acquisition Contracts, and all other purchasing procedures.”*

To be in compliance with these directives, GSA will now require vendors with schedules for room air conditioners, refrigerators, clothes washers, and dishwashers to:

1. Only use the term “energy-efficient” in its GSA product listings if a product meets the criteria established by ENERGY STAR®.
2. Clearly identify energy-using products that comply with ENERGY STAR® energy efficiency levels. To find efficiency levels for products established by ENERGY STAR®, go to [www.energystar.gov](http://www.energystar.gov).
- (a) For hard copy or catalogue format data submittal, use appropriate logo to identify products that are ENERGY STAR® - compliant. . The ENERGY STAR® logo is a registered trademark and can only be used by ENERGY STAR® partners, who have signed a Memorandum of Understanding (MOU) with EPA. If you are a distributor, your supplier may already be an ENERGY STAR® partner. Please contact your supplier or ENERGY STAR® at 1-888-STAR-YES about using the ENERGY STAR® logo and obtaining a copy of the ENERGY STAR® logo use guidelines.
- (b) For electronic data submittal, use the “Environmental Attributes” identification features in the SIP toolkit to identify products that comply with ENERGY STAR® energy efficiency levels by:
  - i. Tagging the model with the ENERGY STAR® logo , which refers to the DOE/EPA’s ENERGY STAR® labeling program.
  - ii. In the product description section of SIP, include the performance level of the efficiency metric for the product (e.g. EER, SEER, annual kWh consumption).



**52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

(b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN	MAXIMUM ORDER
ALL SINS	\$500,000

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definitions.

"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_,\* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\* The Contractor shall insert the name of the substance(s).

**552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996) 511.404**

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

**ITEMS OR GROUP OF ITEMS**  
**(Special item No. or**

**GOVERNMENT'S STATED**  
**DELIVERY TIME**

**CONTRACTOR'S NORMAL**  
**COMMERCIAL DELIVERY**

**nomenclature)**  
**\*All items\***

**(Days ARO)**  
**\*15-30 days\***

**TIME**

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (special	Expedited delivery time
(Special Item No. of nomenclature)	(Hours/Days ARO)

_____	_____
_____	_____
_____	_____

Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

**F-FSS-244-B                      ADDITIONAL SERVICE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES  
(MAY 2000)**

- (a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for "Delivery Within Consignee's Premises" applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or pricelist.
- (b) Ordering activities are not obligated to issue orders on the basis of "Delivery Within Consignee's Premises," and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish "Delivery Within Consignee's Premises" at the additional charge awarded. When an ordering activity issues an order on the basis of "Delivery Within Consignee's Premises" at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery "F.o.b. Destination, Within Consignee's Premises" in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.
- (c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify "Delivery Within Consignee's Premises" on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for "Delivery Within Consignee's Premises" will be shown as separate entries on the order.

ITEMS  
(NSN's or Special Item Numbers  
or Descriptive Name of Articles)

ADDITIONAL CHARGE (Per shipping  
container) FOR "DELIVERY WITHIN  
CONSIGNEE'S PREMISES"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I-FSS-468            AVAILABILITY OF REPAIR PARTS (MAR 1986)**

Manufacturers receiving an award under this solicitation shall make available any parts, service manuals, schematics, and similar repair and maintenance information to local suppliers of repair, maintenance and rehabilitation services that are awarded a General Services Administration (GSA) contract for maintenance, repair or overhaul of Government owned equipment. The parts, service manuals, schematics and similar repair and maintenance information shall be made available at reasonable prices which are not higher than those normally charged other similar customers, and in sufficient quantities to fulfill the requirements of the GSA repair and maintenance contract.

**I-FSS-546            GUARANTEE (APR 1984)**

The Contractor guarantees the equipment furnished will be free from defects in material and workmanship for a period of not less than 1 year from date of delivery. All parts found defective within that period shall be replaced, with the cost of replacement, including shipping charges, to be borne by the Contractor. Under no circumstances will any equipment covered by this guarantee be returned without (a) advance written notice to the Contractor, or (b) obtaining shipping instructions from the Contractor.

**I-6FES-210          RESTRICTION ON DELIVERY (DEC 1997)**

Overseas contractors may not accept orders for delivery within the 48 contiguous United States.

**The following two clauses are only applicable if an offer is negotiated and awarded on an FOB Origin basis.**

**52.247-1            COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)**

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be: "Transportation is for the \* \_\_\_\_\_ \* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

If the Government is not shown as the consignor or the consignee, the annotation shall be: "Transportation is for the \* \_\_\_\_\_ \* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. \* \_\_\_\_\_ \*. This may be confirmed by contacting \* \_\_\_\_\_ \*."

**52.247-29          F.O.B. ORIGIN (JUN 1988)**

(a) The term "f.o.b. origin," as used in this clause, means free of expense to the Government delivered—

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048).

(b) The Contractor shall—

- (1)
    - (i) Pack and mark the shipment to comply with contract specifications; or
    - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
  - (2)
    - (i) Order specified carrier equipment when requested by the Government; or
    - (ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
  - (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
  - (4) Be responsible for any loss of and/or damage to the goods—
    - (i) Occurring before delivery to the carrier;
    - (ii) Resulting from improper packing and marking; or
    - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
  - (5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show—
    - (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
    - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
    - (iii) Lengths and capacities of cars or trucks ordered and furnished;
    - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
    - (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and
    - (vi) The signature of the carrier's agent and the date the shipment is received by the carrier;and
  - (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.
- (c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:
- (1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."
  - (2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

**F-FSS-210-A DELIVERY—F.O.B. ORIGIN (APR 1984)**

Prices are requested f.o.b. origin (FAR 52.247-29), and such prices shall cover free delivery to any point located within the same commercial zone of the shipping point. Commercial zones as prescribed by the Interstate Commerce Commission are defined in 49 CFR 1048